

# **EXHIBIT E**

# Henry & DeGraaff, P.S.

Christina L Henry  
[chenry@hdm-legal.com](mailto:chenry@hdm-legal.com)

January 8, 2020

PHH Mortgage Services  
1 Mortgage Way  
Mount Laurel, NJ 08054

PHH Mortgage Services  
Attn: Registered Agent  
Corporation Service Company  
300 Deschutes Way SW  
Ste 304  
Tumwater, WA 98501

Robert McDonald  
Quality Loan Service Corp. of WA  
108 1<sup>st</sup> Ave S  
Suite 202  
Seattle, WA 98104  
[rmcdonald@qualityloan.com](mailto:rmcdonald@qualityloan.com)

HSBC Bank USA, N.A., as Trustee  
of the Fieldstone Mortgage Investment  
Trust, Series 2006-2  
Attn: Noel Quinn, CEO  
425 5<sup>th</sup> Ave  
New York, NY 10018

Lance E. Olsen  
McCarthy Holthus, LLP  
108 1<sup>st</sup> Ave S  
Seattle, WA 98104  
[lolsen@mccarthholthus.com](mailto:lolsen@mccarthholthus.com)

John A. McIntosh  
Schweet Linde & Coulson, PLLC  
575 S. Michigan Street  
Seattle, WA 98108  
*Attorney for IH6 Property Washington, LP*

Re: VIOLATION OF THE BANKRUPTCY AUTOMATIC STAY; 11 USC §  
362(a)  
Bankruptcy Cause No. 19-42890-MJH  
Bankruptcy Filed 9/9/2019 / Dismissed 9/26/2019  
Debtor: Sarah Hoover  
Property Address: 18205 106<sup>th</sup> St E, Bonney Lake, Wash., 98391  
Parcel No. 700174030  
Loan# xxxxxx5107  
Deceased Borrower: Ali Suleiman (deceased on March 2, 2015)  
Trustee Sale No.: WA-18-835092-SW  
Title Order No.: TSG1719-WA-330163 611169299

To Whom It May Concern,

As you will recall from my November 26, 2019 letter in the above-referenced matter, I represent Sarah Hoover (the successor in interest and heir to the estate of the deceased single man, Ali Sulieman).

Ms. Hoover had filed a Chapter 13 bankruptcy petition on September 9, 2019, but her home was nevertheless sold via nonjudicial foreclosure on September 13, 2019. Because of the automatic stay, the sale was void. However, as of today's date, no involved entity has

HOOVER000935

taken any meaningful steps toward rectifying the automatic stay violation. This letter serves as one last opportunity for the involved parties to minimize Ms. Hoover's damages.

#### **Status of the residence**

Title to the property (which is the subject of this matter which is located at 18205 106th St E, Bonney Lake, WA, 98391) remains with the purchaser at the (void) trustee's sale, TS No. WA-18835092-SW. Although Ms. Hoover and her husband remain in the property, it would be incorrect to call them "tenants." Even still, my client and her husband have been asked to pay an amount much larger than the mortgage payment as "rent," although the status of the threat to enforce rental payments remains unclear. Simply put, my client has no clarity on whether she will wake up tomorrow to find an eviction notice from her own house.

#### **Status of Surplus Funds**

My client has not been informed of the amount or the location of the surplus funds received from the (void) foreclosure sale, which should be substantial. At a minimum, she should have been provided notice so that she could use the funds to help cover her costs and damages while the parties to this letter decide whether they wish to conform their conduct to the automatic stay. It is unclear who is retaining earned interest on these funds, and why interest on these funds is not being paid directly to my client.

#### **Ms. Hoover's Damages Continue to Accrue**

Aside from the trauma of losing her late father's home (and the home where she lives), Ms. Hoover has been required to engage counsel, whose ongoing involvement in this matter is increasingly costly. Ms. Hoover is under constant stress and fear of being evicted from her own home. She worries about the future ramifications of the past several months – for example, whether she will be a necessary party to any future litigation between the purchaser and those involved in the foreclosure sale.<sup>1</sup>

It is further unclear how, given the passage of time, Ms. Hoover can be placed in her *ex ante* position. She has no idea how (or whether) the loan can be reinstated at its prior position (including maturity date, etc.), and she cannot be required to apply for a new loan, given that this foreclosure sale never should have occurred in the first place.

#### **No Solutions Have Been Provided**

I have received several emails from [insert names and maybe dates here] purporting to address this issue. Each of the proposed courses of action are incomplete, and improperly place the onus on my client to somehow negotiate possession of her home as a result of the stay violation. Although I should not need to explain this, **it is not my client's responsibility to remedy the violation of the automatic stay. In fact Ninth Circuit case law says that**

At no point has any party taken any affirmative steps to restore Ms. Hoover's title in the property, and at no point has anyone provided a timeline or estimate for the few actions which they do intend on taking. This is not a problem of Ms. Hoover's making, and she is

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<sup>1</sup> My client suspects that – assuming the purchaser is making property tax payments at present – the purchaser will seek reimbursement for its expenditures.

Automatic Stay Violation  
January 8, 2020

not required to generate a multi-party action plan for the "approval" of others. Now is the time to take action to ameliorate the stay violation.

Ms. Hoover will, of course, make herself available on reasonable advance notice to sign documents or transfer of title paperwork, if that makes the process easier.

**Action Must Be Taken By February 3, 2020**

This matter needs to be resolved so that Ms. Hoover and her family can move forward with their life in their own home. As no actions have been taken since my November 26, 2019 letter, it is apparent that this matter will require court intervention. Accordingly, I plan to file an action seeking damages for the violation of the automatic stay no earlier than Monday, February 3, 2020.

At this time, the parties to this letter are on notice so that they may mitigate any liability by acting promptly to restore title to my client. I will ask the court to determine the extent of my client's damages (both economic and noneconomic), as well as attorney's fees, costs, and punitive damages.

Alternatively, we can resolve the matter prior to February 3, 2020 if my client is fully compensated for all of her damages.

As it goes without saying but please direct all future communications to my attention, not my client.

Sincerely,



Christina L. Henry, WSBA# 31273  
Attorney for Sarah Hoover

NAME OF PARTY / ACCOUNT REFERENCE

SARAH HOOVER

**DECLARATION OF MAILING  
CERTIFICATE OF SERVICE**

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On 1/9/2020, I did cause a copy of the following documents, described below,  
Ltr PHH and the automatic stay - dated 1-8-2019

to be served for delivery by the United States Postal Service, via First Class United States Mail, First Class, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

Parties who were mailed documents via certified mail, return receipt requested, are those listed as certified on the attached mailing matrix.

I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.com. A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein.

DATED: 1/9/2020

/s/ Christina Henry  
Christina Henry 31273  
Henry & DeGraaff, PS  
787 Maynard Ave S  
Seattle, WA 98104  
206 330 0595

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NAME OF PARTY / ACCOUNT REFERENCE

SARAH HOOVER

**DECLARATION OF MAILING  
CERTIFICATE OF SERVICE**

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On 1/9/2020, I did cause a copy of the following documents, described below,  
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DATED: 1/9/2020

/s/ Christina Henry  
Christina Henry 31273  
Henry & DeGraaff, PS  
787 Maynard Ave S  
Seattle, WA 98104  
206 330 0595

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PARTIES DESIGNATED AS "EXCLUDE" WERE NOT SERVED VIA USPS FIRST CLASS MAIL  
PARTIES WITH A '+' AND DESIGNATED AS "CM/ECF E-SERVICE" RECEIVED ELECTRONIC NOTICE THROUGH THE CM/ECF SYSTEM

CERTIFIED  
7019 1640 0000 7946 1579

PHH MORTGAGE SERVICES  
1 MORTGAGE WAY  
MOUNT LAUREL NJ 08054

CERTIFIED  
7019 1640 0000 7946 1227

PHH MORTGAGE SERVICES  
CORPORATION SERVICE COMPANY  
300 DESCHUTES WAY SW

STE 304  
TUMWATER WA 98501

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature  <div style="display: flex; align-items: center;"> <span style="margin-right: 10px;"><b>X</b></span> <div style="margin-left: 20px;"> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee </div> </div> </p>
<p>1. Article Addressed to:</p> <p><b>PHH MORTGAGE SERVICES</b>  <b>1 MORTGAGE WAY</b>  <b>MOUNT LAUREL NJ 08054</b></p>	<p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery _____</p>
<p>2. Article Number (Transfer from service label)</p> <p>7019 1640 0000 7946 11579</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES enter delivery address below: <input checked="" type="checkbox"/> No</p> <p style="font-size: 1.2em; text-align: center; margin-top: 10px;">JAN 13 2020</p>
<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail  <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </div> <div style="width: 35%;"> <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery </div> </div>	<p>Barcode: 02 5495 9249 7538 04</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	

**Domestic Return Receipt**



UNITED STATES POSTAL SERVICE

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box •

6132315447--SARAH HOOVER  
Christina Henry  
Henry & DeGraaff, PS  
787 Maynard Ave S  
Seattle, WA 98104

HOOVER000942

Track Another Package +

Tracking Number: 70191640000079461227

Remove X

Your item was delivered at 12:27 pm on January 13, 2020 in OLYMPIA, WA 98507.

 **Delivered**

January 13, 2020 at 12:27 pm  
Delivered  
OLYMPIA, WA 98507

Get Updates v

Feedback

Text & Email Updates



Select what types of updates you'd like to receive and how. Send me a notification for:

Text

Email

☐☐

All Below Updates

☐☐

Expected Delivery Updates ⓘ

☐☐

Day of Delivery Updates ⓘ

☐☐

Package Delivered ⓘ

☐

☐ Available for Pickup ⓘ

☐

☐ Delivery Exception Updates ⓘ

☐

☐ Package In-Transit Updates ⓘ

**Tracking History**



**January 13, 2020, 12:27 pm**

Delivered

OLYMPIA, WA 98507

Your item was delivered at 12:27 pm on January 13, 2020 in OLYMPIA, WA 98507.

**January 13, 2020, 7:37 am**

Out for Delivery

OLYMPIA, WA 98501

**January 13, 2020, 7:26 am**

Arrived at Unit

OLYMPIA, WA 98501

**January 12, 2020, 7:01 am**

Departed USPS Regional Facility

TACOMA WA DISTRIBUTION CENTER

**January 11, 2020, 11:00 am**

Arrived at USPS Regional Facility

TACOMA WA DISTRIBUTION CENTER

**January 10, 2020, 4:15 am**

Departed USPS Regional Facility

SPOKANE WA DISTRIBUTION CENTER

**January 9, 2020, 9:31 pm**

Arrived at USPS Regional Facility

SPOKANE WA DISTRIBUTION CENTER

Feedback

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**Product Information**

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Go to our FAQs section to find answers to your tracking questions.

**FAQs**

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